E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
5/31/2024 3:14 PM

indicating that the WCSC or B&O Railroad had consummated the abandonment by completing all steps required by the ICC Certificate. The only documentation known to MDNR related to actions taken by either WCSC or B&O Railroad with respect to the abandonment after issuance of the ICC Certificate are: (1) a letter dated December 6, 1978 from Chessie System—believed to be a holding company that once owned B&O Railroad—advising that "the abandonment authority [under the ICC Certificate] was exercised at 12:01 AM, November 14, 1978," and noting that "journal entries" were forthcoming, *see* Exhibit D; and (2) a letter dated April 10, 1979 to Chessie System, not on letterhead, noting the submission by Chessie System of "the accounting for the authorized abandonment[] of the Hagerstown...branch[]" and stating that the "accounting is acceptable and our file on this matter will be closed." *See* Exhibit E. Counsel for STB suggested that these two letters are not a part of the STB's own file on the ICC Certificate.

From the documentation known to MDNR related to the abandonment of the Railway Line, MDNR, the current owner of the Railway Line, is unable to ascertain whether the WCSC and B&O Railroad exercised their authority to abandon the Railway Line by providing to the ICC journal entries and requisite notice, as called for in the ICC Certificate. MDNR requests a determination from the STB as to whether the Railway Line has been abandoned, so that it may consider railbanking under Section 8(d) of the National Trails System Act, 16 U.S.C. § 1247(d), if available.

III. RELIEF SOUGHT

To resolve this matter, MDNR requests that the Board determine whether: (1) the Railway Line was legally abandoned through the timely filing by the WCSC and B&O Railroad of journal entries and written notice, as called for in the ICC Certificate; and (2) the Board continues to retain residual jurisdiction over the Railway Line such that MDNR may pursue railbanking under Section 8(d) of the National Trails System Act.

Dated: April 22, 2022

Respectfully Submitted,

Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General
Maryland Department of Natural Resources
580 Taylor Ave., C-4
Annapolis, Maryland 21401
(410) 260-8351
talley.kovacs@maryland.gov

Attorney for the Maryland Department of Natural Resources

VERIFICATION

I, Talley H-S. Kovacs, verify under penalty of perjury that the statements made in this Petition of the Maryland Department of Natural Resources for Declaratory Order are true and accurate to the best of my knowledge, information, and belief. Furthermore, I certify that I am qualified and authorized to make such verification on behalf of the Maryland Department of Natural Resources.

Executed this 22nd day of April, 2022.

Talley H-S. Kovacs

Exhibit A

AB-19 Sub-20

OH

NOV 8 1977

INTERSTATE COMMERCE COMMISSION

SERVICE DATE
NOV - 8 1977

INITIAL DECISION

No. AB-19 (Sub No. 20)

WASHINGTON COUNTY RAILROAD COMPANY AND BALTIMORE AND OHIO RAILROAD COMPANY ABANDONMENT PORTION HAGERSTOWN BRANCH BETWEEN WEVERTON AND HAGERSTOWN, ALSO PORTION OF THE ANTIETAM BRANCH NEAR SECURITY, ALL IN WASHINGTON COUNTY, MARYLAND

FINANCE DOCKET NO. 28348

WESTERN MARYLAND RAILWAY COMPANY - LEASE AND OPERATE - WASHINGTON COUNTY RAILROAD COMPANY, SUBSIDIARY OF BALTIMORE AND OHIO RAILROAD COMPANY, IN WASHINGTON COUNTY, MARYLAND

In No. AB-19 (Sub No. 20), present and future public convenience and necessity found to permit the Washington County Railroad Company and The Baltimore and Ohio Railroad Company to abandon a portion of their Hagerstown Branch between Weverton, Md. and Roxbury, Md., and a portion of their Antietam Branch at or near Security, Md.; conditions prescribed.

In Finance Docket No. 28348, the lease and operation by Western Maryland Railway Company of portions of Washington County Railroad Company's Hagerstown and Antietam Branches found to be consistent with the public interest; conditions prescribed.

By David H. Allard, Administrative Law Judge:

Upon consideration of the record in the above-entitled proceedings, and:

It appearing, That, by application filed on March 18, 1975, the Washington County Railroad Company (Washington County), as owner, and The Baltimore and Ohio Railroad Company (B&O), as operator, jointly sought authority under section 1(18)-(20) of the Interstate Commerce Act (Act) to abandon a portion of their Hagerstown Branch between Valuation Station 0+00 at Weverton, Md. and Valuation Station 1218+60 at or near Hagerstown, Md., and a portion of their Antietam Branch between Valuation Stations 0+00 and 130+00 at or near Security, Md., a total distance of approximately 25.54 miles; that by petition to amend their application, filed July 21, 1976, applicants sought to eliminate 4.52 miles from the abandonment application between Valuation Stations 980+00

and 1250+94, thereby retaining service to the portion of the Hagerstown Branch between Hagerstown and Roxbury, Md.; and that, by application filed on November 24, 1976, under section 5(2) of the Act, the Western Maryland Railway Company (WM) sought authority to acquire by lease and operate a portion of Washington County's Hagerstown Branch, between Valuation Station 980+00 at or near Roxbury, Md. and Valuation Station 1250+94 at or near Hagerstown, Md., and a portion of Washington County's Security Branch, between Valuation Stations 130+00 and 194+21.3 near Security, Md.;

It further appearing, That the environmental effects of the proposed abandonment and lease applications were considered in a Commission prepared Threshold Assessment Survey, which was served on January 28, 1977; that this Survey concluded that the application did not constitute a major Federal action which would significantly affect the quality of the human environment within the meaning of the National Environmental Policy Act of 1969; that the Survey also found that the involved right-of-way, upon abandonment, would be suitable for public use and recommended the imposition of a condition which would afford interested persons the opportunity to acquire the line for such purpose; that the Survey also found that a bridge trestle of historic significance is located on the abandonment segment and, accordingly, certain conditions concerning disposal of this structure were also recommended in the Survey; that Comments on the Threshold Assessment Survey were filed by applicants herein and the Commission considered such Comments in an Addendum to the Survey, served May 10, 1977, which Addendum maintained the findings of the Survey;

It further appearing, That Notice of the proposed abandonment and lease applications and the environmental findings was accomplished in accordance with Commission regulations; that protests and other statements to the applications were filed; that the matters herein were referred to this Administrative Law Judge for hearings, which were conducted at Hagerstown, Md., on September 12 and 13, 1977; that, at the hearings, various public, union and shipper interests appeared; that the effect of the applications as sought, subject to the above-referenced amendment, would provide continued rail service to all B&O patrons by WM, save the Hagerstown Lumber Company, a protestant shipper located on the Antietam Branch; that, at the hearings, applicants offered a further amendment to the applications which would permit continued rail service to the Hagerstown Lumber Company by the WM under the WM lease and operation proposal;

It further appearing, That in support of their applications, B&O and WM presented substantial evidence which demonstrates the effects of these proposals from operating, traffic, engineering and financial bases; that, considered separately, their evidence shows as follows: first, operating: that the abandonment section of the Hagerstown Branch has been out of service since February 13, 1976, because of track conditions, and that no rail patrons have been adversely affected by this disruption; that traffic formerly moving overhead to the abandonment section has been handled economically and efficiently under rerouting, pursuant to Commission Service Order No. 154 and that, essentially, the same rerouting of such traffic would occur subsequent to approval of these applications; and that service

to B&O patrons on the Hagerstown and Antietam Branches will continue at the same, if not better, level under the proposed WM lease; second, traffic: that over the years patrons once located on the abandonment sections have relocated, terminated operations, or no longer require rail service; that presently no shippers are protesting the abandonment of the subject portions of the Hagerstown and Antietam Branches; that the abandonment section of the Hagerstown Branch generated 2 cars in 1976 and the abandonment section of the Antietam Branch generated 21 cars in 1976, which latter traffic will be retained under the amendments; that adequate team track facilities and alternate transportation exist in the general area; and that no rates will be adversely affected for current rail patrons under the lease, except for cement traffic via B&O under a certain tariff, from Security, Md. to Southern Freight Association territory; third, engineering: that the Hagerstown abandonment section requires substantial rehabilitation in the amount of $1,030,802; that normalized maintenance on the Hagerstown and Antietam Branches would require average annual expenditures of $104,677; and that abandonment would result in the realization of net salvage of $396,405; and fourth, financial: that operation of the abandonment sections, including the portion necessary to serve Hagerstown Lumber Company, resulted in a net railway operating deficit of $90,111 and $51,417 for 1975 and 1976, respectively; that operation of the lease section by WM will result in a net railway operating income to it of $65,578 based on actual B&O revenues for 1976 from the lease segment; and that rerouting of the involved overhead traffic would have resulted in increased costs of $1,440 to the B&O, based on an actual reroute study of overhead traffic on the Hagerstown Branch in 1976;

It further appearing, That various parties appeared at the hearings and presented testimony and positions concerning the applications; that such parties represented public, union and shipper interests; that such public interests were as follows: first, the Maryland Department of Transportation, which was not opposed to the abandonment but sought preservation of the right-of-way for recreational purposes; second, the Maryland Department of Economic and Community Development, which withdrew its opposition to the abandonment; third, the Appalachian Trail Conference, which expressed its interest in acquiring the right-of-way on the Hagerstown abandonment section for hiking purposes; fourth, a representative of U. S. Congressman Goodloe Byron, who noted his opposition to the abandonment; fifth, Maryland State Senator Victor Cushwa, who expressed his opposition, arguing that the Hagerstown Branch abandonment section provides a good route for oversize loads and direct access to Washington, D. C., and that the abandonment section is necessary to attract new business to Washington County and to provide adequate service to existing shippers; and sixth, Mayor Jess D. Orndorff, of Brunswick, Md., who expressed his interest in retention of the line for future development as a commuter corridor and for movement of oversize loads;

It further appearing, That employee interests were represented by the United Transportation Union; that by its witness it expressed concern for the efficient handling of traffic moving overhead to the Hagerstown Branch subsequent to abandonment, as well as the usefulness of the Branch for

oversize loads and as a detour route in emergency situations such as derailments on other lines of applicants; that the union further requested that should the abandonment be approved, the Commission impose herein appropriate labor protective conditions;

It further appearing, That Hagerstown Lumber Company, located on the Antietam Branch, offered testimony in opposition to the abandonment; that its testimony demonstrated the adverse financial effect which the abandonment would have upon it; that such evidence has been considered, but in view of applicants' amendments which would result in continued service to this shipper under the WM lease proposal and this shipper's withdrawal of its opposition, no detailed statement of the evidence offered by this shipper is necessary; that Conservit, Inc., Arnold Graphics Industries, Inc. and Industrial Merchants Storage Company, shippers located on the lease portion of the Hagerstown Branch also appeared at hearing; and that in view of applicants' amendments, and the withdrawal of these shippers' objections to the abandonment, a detailed statement of their testimony and positions is similarly unnecessary;

It further appearing, That the only shipper which maintained opposition to the applications was the Marquette Cement Manufacturing Company (Marquette); that this shipper is located in Hagerstown, Md., with its railhead at Security, Md., and presently receives service from the B&O and WM and is open to reciprocal switching by the Norfolk and Western Railway Company (N&W); that this shipper expressed concern for the effect of the abandonment on car supply, service and rates; that, by its testimony, this shipper indicated that its primary objection was a rate matter rather than an abandonment matter; that the stated rate difficulty involves the application of a specific tariff on cement to southern points, to which tariff the B&O is a party and the WM is not; that the N&W is a party to the subject tariff and this shipper could enjoy this tariff under the reciprocal switching agreement between N&W and WM for traffic at Hagerstown, Md.;

It further appearing, That, in rebuttal to the concern expressed by Marquette, applicants presented testimony by their manager of pricing, whose jurisdiction includes cement rates on B&O and WM; that he stated that the specific tariff, which concerns Marquette, is proposed to be cancelled and hearings have been conducted by the General Freight Traffic Committee at which Marquette offered testimony substantially the same as that contained in these proceedings; that, should the applications herein be approved, the subject tariff would remain in force and be available to Marquette via N&W until such time as the tariff may be cancelled; that Marquette had not shipped from Hagerstown via B&O under the subject tariff until several months prior to the hearing;and that other Maryland mills, which do not have the subject tariff available to them, have shipped to southern destinations in competition with Marquette, under higher rates;

It further appearing, That the evidence of record adduced in these proceedings demonstrates that the amended abandonment and lease applications will not result in the loss of rail service to any concerned B&O

patron; that such B&O patrons located on the Hagerstown and Antietam Branches will receive adequate, and perhaps better, service by WM under the lease proposal; that traffic formerly moving overhead to the Hagerstown Branch will be handled under reroute in a more efficient and economic manner; that, by the abandonment, B&O will avoid the continued occurrence of losses which it has suffered by provision of service on the abandonment section and WM will enjoy profitable operations by the proposed lease; that the Hagerstown abandonment section is in need of substantial rehabilitation, in the amount demonstrated by applicants, which would be necessary should operations be resumed thereover; that such rehabilitation and normalized maintenance thereafter would be an improvident and unnecessary expenditure of carrier resources, which is not required by any present or demonstrated future need for service to shippers on the abandonment section or for the movement of overhead traffic thereover; that the concerns expressed for retention of the Hagerstown Branch for oversize traffic are not supported by any evidence that any oversize loads will be generated which can be transported only over this Branch; that, by contrast, applicants and union protestant have shown that other routes are available for the movement of oversize loads and detour movements; and that the evidence produced at hearing and the findings contained in the Threshold Assessment Survey demonstrate that no definite plans exist for either rail-oriented industrial growth or the development of commuter rail service, which would necessitate the retention of the subject lines;

It further appearing, That the opposition of Marquette herein is primarily concerned with the application of a certain tariff on movements of cement to southern destinations; that service to Marquette will not be adversely affected by approval of these applications in that Marquette will continue to receive rail service by WM and be open to reciprocal switching with N&W; that the rates under the subject tariff will be available to Marquette via N&W until such time as the rates may be cancelled pursuant to appropriate authority; that other tariffs also exist for movement of the involved commodities by WM; that Marquette will have an opportunity to represent its interest on the rate matter in an appropriate proceeding; and, as presented herein, such rate matters are not capable of resolution in these proceedings and do not warrant the denial of the applications herein or the imposition of restrictions upon the abandonment or lease authority;

It further appearing, That this decision is not a major Federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969; that the record herein, including the findings of the Threshold Assessment Survey and the testimony offered at hearing by public interests, warrants the imposition of the public use and preservation conditions recommended in the Survey;

It further appearing and it is hereby found, That the public convenience and necessity permit the abandonment of the subject lines of railroad, as specified below; that the lease transaction, subject to its modification to permit rail service by the Western Maryland Railway Company

over the Antietam Branch of the Washington County Railroad Company between Valuation Stations 0+00 and 65+71, is a transaction within the scope of section 5(2) of the Interstate Commerce Act and is consistent with the public interest; and that the interests of carrier employees shall be protected by the imposition of conditions, as specified below; and

It is ordered, That the amendments to the application in Docket No. AB-19 (Sub No. 20) are granted; and that, subject to the employee protective conditions specified in Oregon Short Line R. Co.-Abandonment-Goshen, 354 I.C.C. 76 (1977), the present and future public convenience and necessity permit abandonment by the Washington County Railroad Company of the portion of its Hagerstown Branch between Valuation Station 0+00 at Weverton, Md. and Valuation Station 980+00 at or near Roxbury, Md., and the portion of its Security Branch between Valuation Stations 65+71 and 130+00 at or near Security, Md., and that the present and future public convenience and necessity permit the abandonment by The Baltimore and Ohio Railroad Company of operations over said lines of railroad.

It is further ordered, That in Finance Docket No. 28348, the application of the Western Maryland Railway Company to acquire by lease and operate the portion of the Washington County Railroad Company's Hagerstown Branch between Valuation Station 980+00 at or near Roxbury, Md. and Valuation Station 1250+94 at or near Hagerstown, Md., and its portion of the Antietam Branch between Valuation Stations 130+00 and 194+21.3 at or near Security, Md., be, and it is hereby, approved subject to the employee protective conditions imposed in Oklahoma Railway Co. Trustees Abandonment, 257 I.C.C. 177 (1944), as supplemented by the applicable provisions of section 405 of the Rail Passenger Service Act and also subject to the lease and operation by the Western Maryland Railway Company of the portion of Washington County Railroad Company's Antietam Branch between Valuation Stations 0+00 and 65+71, at or near Security, Md.

It is further ordered, That the following conditions to permit public use of the abandoned railroad right-of-way and to support preservation of the historic "Long Bridge" located thereon shall be imposed upon a certificate of abandonment to be issued herein:

1. Washington County Railroad Company and The Baltimore and Ohio Railroad Company shall not sell, lease, exchange, or otherwise dispose of the right-of-way underlying the track, all bridges, and all culverts on the line for a period of 120 days following issuance of the certificate unless said property has first been offered upon reasonable terms, to responsible persons interested in acquiring the property for public use.

2. In the event that a public or private organization interested in acquisition of the right-of-way does not come forward within the above-specified 120-day period, then applicants shall include in any contract for sale of the abandonment property the following:

(a) That the subsequent purchase of said property submit plans for future use of the property, including bridge structures, to the Commission and the Historic Preservation Council for review; and

(b) That in the event the bridge is eventually demolished, the subsequent purchaser will, prior to demolition, ensure that appropriate measures are taken to adequately record the structure according to standards prescribed by the Historic American Engineering Record.

It is further ordered, That in the event any person or government entity is considering an offer of financial assistance to enable the rail service involved to be continued, then such person or government entity should promptly give notice that it is considering such an offer by certified mail to carrier applicants and by first class mail to all parties of record and the Commission;

It is further ordered, That applicant railroads shall, within 10 days after receiving notice that an offer of financial assistance is being considered, make available to the party considering the offer of financial assistance the information described under the heading "Railroads Seeking Abandonment Authority," which appears in the attached Notice of the Commission entitled "Procedures for Pending Rail Abandonment Cases," served March 31, 1976, and published on that date in the Federal Register, 41 FR 13691 (hereinafter called the Procedures), and such information shall be made available in the manner described in the Procedures;

It is further ordered, That upon this order becoming administratively final, notice of the finding of public convenience and necessity made herein shall be published in the Federal Register pursuant to the requirements of section 1a (6)(a) of the Interstate Commerce Act, as amended;

It is further ordered, That, notwithstanding any notice that financial assistance is being considered that may have been given pursuant to the above ordering paragraph, any person or government entity desiring to offer financial assistance to enable the rail service involved to be continued shall, within 15 days of publication in the Federal Register of the above-described finding of public convenience and necessity, send notification of such offer by certified mail to applicant railroads and the Commission and by first class mail to all parties of record, and such notification shall include the terms and information described under the heading, "Persons Offering Rail Service Assistance," which appears in the Procedures;

It is further ordered, That if the Commission finds that a financially responsible person has offered financial assistance in accordance with the Procedures, the Commission shall postpone the issuance of a certificate of abandonment for such reasonable time, not to exceed 6 months, as is necessary to enable such person or government entity to enter into a binding

agreement with the applicant railroads to provide financial assistance for continued rail service or to purchase the rail line;

It is further ordered, That when the Commission is informed of the execution of any financial assistance agreement or acquisition and operating agreement, the issuance of the certificate of abandonment shall be postponed for such period of time as such an agreement (including any extension or modifications) is in effect;

It is further ordered, That all correspondence to the Commission with respect to offers of financial assistance for the continued operations or acquisition of the subject line shall contain an appropriate reference to the suitable proceeding; and that on the lower left-hand corner of envelopes containing such correspondence the following notation shall be typed in boldface "AB-R&CP";

It is further ordered, That subject to the conditions set forth above, an appropriate certificate of abandonment shall be issued, and the applicants shall not effect any abandonment or discontinuance of service prior to the effective date of such certificate of abandonment.

And it is further ordered, That this order shall be effective 20 days from the date of service.

Dated at Washington, D. C., this 26th day of October, 1977.

David H. Allard

By the Commission, David H. Allard, Administrative Law Judge.

H. G. Homme, Jr.,
Acting Secretary

(SEAL)

Exhibit B

APR 26 1978

APR 28 1978

SERVICE DATE

APR 27 1978

DIV 2

INTERSTATE COMMERCE COMMISSION

DECISION

No. AB-19 (Sub-No. 20)

WASHINGTON COUNTY RAILROAD COMPANY AND BALTIMORE AND OHIO RAILROAD COMPANY-ABANDONMENT PORTION HAGERSTOWN BRANCH BETWEEN WEVERTON AND HAGERSTOWN, ALSO PORTION OF THE ANTIETAM BRANCH NEAR SECURITY, ALL IN WASHINGTON COUNTY, MARYLAND

Finance Docket No. 28348

WESTERN MARYLAND RAILWAY COMPANY--LEASE AND OPERATE--WASHINGTON COUNTY RAILROAD COMPANY, SUBSIDIARY OF BALTIMORE AND OHIO RAILROAD COMPANY, IN WASHINGTON COUNTY, MARYLAND

On March 18, 1975, the Washington County Railroad Company (Washington County), as owner, and the Baltimore and Ohio Railroad Company (B & O), as operator, jointly sought authority under section 1(18)-(20) of the Interstate Commerce Act to abandon a portion of the Hagerstown Branch between Weverton and Hagerstown, and a portion of the Antietam Branch between Security and Security Junction, a total distance of 25.5 miles in Washington County, MD. On July 21, 1976, applicants filed a petition for authority to amend the abandonment application to eliminate from abandonment that portion of the Hagerstown Branch between Hagerstown and a point near Roxbury, a distance of 4.52 miles.

On November 24, 1976, the Western Maryland Railway Company (WM) filed an application under section 5(2) of the act in which it sought authority to acquire by lease and operate a portion of Washington County's Hagerstown Branch between a point near Roxbury, MD, and a point near Hagerstown, MD, and a portion of Washington County's Security Branch between valuation stations 130+00 and 194+21.3 near Security, MD.

In an initial decision of October 26, 1977, in No. AB-19 (Sub-No. 20), the Administrative Law Judge approved abandonment by Washington County and the B & O of a portion of their Hagerstown Branch between Weverton and Roxbury, MD, and a portion of their Antietam Branch at or near Security, MD. In Finance Docket No. 28348, the Administrative Law Judge approved the lease and operation by Western Maryland Railway Company of portions of Washington County's Hagerstown and Antietam Branches.

The abandonment in No. AB-19 (Sub-No. 20) was approved "subject to the employee protective conditions specified in Oregon Short Line R. Co.--Abandonment--Goshen, 354 I.C.C. 76 (1977)..."

In approving Finance Docket No. 28348 the Administrative Law Judge prescribed "the employee protective conditions imposed in Oklahoma Railway Co. Trustees Abandonment, 257 I.C.C. 177 (1944), as supplemented by the applicable provisions of section 405 of the Rail Passenger Service Act..."

On November 14, 1977, the Brotherhood of Locomotive Engineers (BLE) filed a petition for administrative review. Applicants replied on December 2, 1977. BLE's petition was limited to the scope of the employee protective conditions imposed in the abandonment application, i.e. those contained in Oregon Short Line. BLE maintains that the Oregon Short Line conditions do not comply with the mandate of section 1a(4) of the Interstate Commerce Act, and that conditions more protective of employee interests should be imposed in this abandonment proceeding.

The Rail Revitalization and Regulatory Reform Act of 1976 (4R Act) indicated that consistent treatment of employee protection in abandonment proceedings would best be satisfied by the imposition, as a minimum, of the employee protective conditions enacted in and developed pursuant to section 405 of the Rail Passenger Service Act of 1970. It is our judgment that all abandonment applications pending as of November 1, 1976, are subject to the imposition of the labor protective conditions as discussed in Oregon Short Line. Accordingly, BLE's petition for review should be denied.

However, in Oregon Short Line, the Commission retained jurisdiction to provide all interested parties an opportunity to comment on the decision. BLE filed such comments. The Commission is now reviewing the matter to determine whether the conditions specified in Oregon Short Line or some other conditions provide the appropriate employee protection as required by Congress.

In the meantime, carriers may consummate abandonments during this period, but if they do so, the Commission will deem them to have no objection to the employee protective conditions specified in Oregon Short Line. If after reviewing the comments, the Commission determines that other labor protective conditions would be more appropriate, then in those proceedings not consummated we will by our retention of jurisdiction impose such other conditions.

It is ordered:

(1) The petition for administrative review filed by the Brotherhood of Locomotive Engineers is denied.

(2) The Administrative Law Judge's decision dated October 26, 1977, is affirmed. The Commission reserves the right to modify this order in accordance with any modifications made in Oregon Short Line. This decision will be effective on the date it is served.

Decided April 21, 1978.

By the Commission, Division 2, acting as an Appellate Division, Commissioners Stafford, Murphy, and Clapp.

H. G. HOMME, JR.
Acting Secretary

(SEAL)

Exhibit C

JUN 2 2 1978

SERVICE DATE

JUN 22 1978

INTERSTATE COMMERCE COMMISSION

CERTIFICATE AND DECISION

Docket No. AB-19 (Sub-No. 20)

WASHINGTON COUNTY RAILROAD COMPANY AND THE BALTIMORE AND OHIO RAILROAD COMPANY ABANDONMENT PORTION HAGERSTOWN BRANCH BETWEEN WEVERTON AND HAGERSTOWN, ALSO PORTION OF THE ANTIETAM BRANCH NEAR SECURITY, ALL IN WASHINGTON COUNTY, MD

Decided June 19, 1978

I have considered the record in this proceeding, including the administratively final decision served April 27, 1978, in which the Commission, Division 2, acting as an Appellate Division, affirmed the decision of the Administrative Law Judge served November 8, 1977, which authorized the abandonment by the Washington County Railroad Company of the portion of its Hagerstown Branch between Valuation Station 0+00 at Weverton, MD, and Valuation Station 980+00 at or near Roxbury, MD, and the portion of its Security Branch between Valuation Stations 65+71 and 130+00 at or near Security, MD, and that the present and future public convenience and necessity permit the abandonment by The Baltimore and Ohio Railroad Company of operations over said lines of railroad. The decision served November 8, 1977, also provided that any person, including a government entity, would be given the opportunity to make an offer of financial assistance to the carrier applicant, within 15 days of the date of publication of the Commission's findings in the Federal Register, by filing with the Commission an offer containing the evidence specified in Procedures for Pending Rail Abandonment Cases, 41 Fed. Reg. 13691 (1976).

The notice of findings was published in the Federal Register on May 23, 1978. The time for the filing of offers of financial assistance has expired without a bona fide offer. In the absence of such an offer, an appropriate certificate and decision should be entered.

It is certified that the present and future public convenience and necessity permit abandonment of the above-described line, subject to the appropriate conditions for the protection of railway employees as specified in the prior decision and further that (1) Washington County Railroad Company and The Baltimore and Ohio Railroad Company shall not sell, lease, exchange, or otherwise dispose of the right-of-way underlying the track, all bridges, and all culverts on the line for a period of 120 days from the service date of this certificate and decision unless said property has first been offered upon reasonable terms, to responsible persons interested in acquiring the property for public use and (2) in the event that a public or private organization interested in acquisition of the right-of-way does not come forward within the above-specified 120 day period, then applicants shall include in any contract for sale of the abandonment property the following: (a) that the subsequent purchaser of said property submit plans for future use of the property, including bridge structures, to the Commission and the Historic Preservation Council for review; and (b) that in the event the bridge is eventually demolished, the subsequent purchaser will, prior to demolition, ensure

that appropriate measures are taken to adequately record the structure according to standards prescribed by the Historic American Engineering Record.

It is ordered:

(1) This certificate and decision shall take effect and be in force on the date it is served. Tariffs applicable to the line permitted to be abandoned may be canceled upon not less than 10 days' notice to this Commission and to the general public by filing and posting in the manner prescribed by the Commission under Section 6 of the Interstate Commerce Act. When filing schedules cancelling tariffs applicable to said line, the applicants shall, in such schedules, refer to this certificate and decision by date and docket number.

(2) If the authority granted by this certificate and decision is exercised, applicants shall submit two copies of the journal entries showing the retirement of the line from service, and shall advise this Commission in writing, immediately after abandonment of the line of railroad, of the date on which the abandonment actually took place.

(3) If the authority granted in this certificate and decision is not exercised within one year from its effective date, it shall be of no further force and effect.

By the Commission, Robert J. Brooks, Director, Office of Proceedings.

NANCY L. WILSON
Acting Secretary

(SEAL)

Exhibit D

René J. Gunnlus
General Attorney
Law Department

Chessie System
2 North Charles Street
Baltimore, Maryland 21201
301 237 [illegible]

FILE IN DOCKET

December 6, 1978
File MD-6

FILE IN DOCKET

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Constitution Avenue & 12th Street, N.W.
Washington, D.C. 20423

Re: Washington County Railroad Company and Baltimore and Ohio Railroad Company- Abandonment portion Hagerstown Branch between Weverton and Hagerstown, also portion of the Antietam Branch near Security, all in Washington County, Maryland -
Docket No. AB-19 (Sub No. 20)

Dear Mr. Homme:

By certificate and decision dated June 19, 1978 (served June 22, 1978), the Commission authorized the captioned abandonment.

Please be advised that the abandonment authority was exercised at 12:01 AM, November 15, 1978.

Copies of the journal entries in this regard will be forwarded to the Commission in due course.

Very truly yours,

René J. [illegible]

RJG:awc

INTERSTATE
COMMERCE COMMISSION
RECEIVED
DEC 7 0 1978
ADMINISTRATIVE SERVICES
FISCAL UNIT

DEC 11 2 13 PM '78
INTERSTATE COMMERCE COMMISSION
RECEIVED

Exhibit E

APR 10 1979

ACAR/MJ

Mr. B. G. Lawler
Assistant Vice-President
& Comptroller
Chessie System
1 North Charles Street
Baltimore, Maryland 21201

Dear Mr. Lawler:

Thank you for your letter of April 4, 1979, submitting the accounting for the authorized abandonments of the Hagerstown and Antietam branches that had been inadvertently omitted from your original submission to us of February 2, 1979.

The accounting is acceptable and our file on this matter will be closed.

Sincerely yours,

Aubrey H. Herndon, Jr.
Chief, Interpretations Branch

bc: Regional Auditor - Philadelphia
Room 1221 for insertion in AB 19 (Sub. 20)

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
townhall@keedysvillemd.com
www.keedysvillemd.com

Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council Member
Matthew Hull, Council Member
Sarah Baker, Council Member

Mayor & Council and Water Commission Meeting
November 1, 2023

All attendees must sign in. Attendee comments will only be heard during the appropriate time in the agenda. Those wishing to be heard must check the appropriate box. Comments will be limited to three minutes each.

NAME	ADDRESS	PHONE	WISH TO BE HEARD
Erin Clark	Auditor		☒
Kayla Alsahouri	Auditor		☐
Sue Gemeny			☒
TERRY THOMSON			☑
			☐
			☐
			☐

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
townhall@keedysvillemd.com
www.keedysvillemd.com

Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council
Matthew Hull, Council
Sarah Baker, Council

Mayor & Council
Agenda
November 1, 2023

Call to Order

Pledge of Allegiance

Approval of Minutes: September 6, 2023 Public Hearing and October 4, 2023 Meeting

General Fund Report: $459,483.22

Announcements: Town Hall closed Friday, November 10 for Veterans Day; Town Hall closing early at 12:00pm on Wednesday, November 22, and closed Thursday-Friday, November 23-24 for Thanksgiving

Audit Report: Erin Clarke, Smith, Elliott, Kearns & Company (SEK)

Community Deputy Report

Resident Comments

Old Business: Dogstreet Rd & Main St Crosswalk; Clearing Area at Stormwater Pond near 31 Farragut; Trash Service Bids; eCode 360; Town Hall Windows & Plumbing Repairs; Speeding/Passing on 34

New Business: Community Parks & Playground Grant Contingency Amount; No Trucks on Dogstreet Sign

Resident Comments Related to Agenda Items

Council Comments

Adjournment

E-FILED; Washington Circuit Cou
Docket: 12/11/2023 8:01 AM; Submission: 12/11/2023 8:01 AI
Envelope: 1476501

Law Offices
Eccleston and Wolf
Professional Corporation

BALTIMORE-WASHINGTON LAW CENTER
7240 PARKWAY DRIVE - 4th FLOOR
HANOVER, MARYLAND 21076

SUITE 260
1629 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 857-1696

SUITE 107
10400 EATON PLACE
FAIRFAX, VIRGINIA 22030
(703) 218-5330

(410) 752-7474
FAX (410) 752-0611
RIGATUSO@EWMD.COM

ERIC M. RIGATUSO

October 25, 2023

Via first-class mail

Emanuele J. DeStefano, Esquire
2114 Larkspur Lane
Tobyhanna, PA 18466

RE: *Marek Tchorzewski v. Christopher Musick et al.*
U.S. District Court-Maryland
Case No.: 21-cv-1242-CCB

Dear Counsel:

As you know, this office represents Adam Greivell and Greivell & Garrott Johnson, LLC in connection with the above referenced matter. Please allow this correspondence to serve as a response to your October 6, 2023 letter to Mr. Greivell.

Your letter seeks the sum of $22,000.00 to be paid to your client from my client's trust account. This is premised upon your assertion that "my client originally deposited with your firm the sum of $100,000.00 on January 16th, 2020, wired into your attorney trust account." You further identified some previous disbursements, and conclude that "there remains on account with your office the sum of $22,000.00 of my client's money."

Your client is simply not entitled to any funds in my client's trust account, to the extent that there are any. In short, as the Court already decided in this matter, the funds to which you refer, and which were deposited into the trust account, are not your client's funds. The funds were a loan from your client to Musick. As the Court noted, there is no contractual privity between your client and mine, and there was no intent on the part of my clients to benefit yours. As the Court noted, my client did not agree to act as an escrow agent, and thus all duties owed by my client were owed to Musick ("the court has already determined that nothing in the promissory note that constitutes an agreement to escrow the loan or for Greivell to act as an escrow agent") "Without the creation of fiduciary duty, Greivell owed no other duty to Mr. Tchorzewski, under Maryland law." Thus, as the funds belong to another, and my client owes no duty to your client, there is no valid basis upon which your client may seek funds from my client's trust account. To the extent

EXHIBIT H

any funds remain in such account, they belong to another, and my clients cannot disburse such funds to your client.

For the same reason, namely lack of any duty, my client does not owe any accounting to your client.

Thank you for your attention to this matter. Should you have any questions or concerns, please direct all inquires to me.

Sincerely,

ECCLESTON AND WOLF, P. C.

By: */s/ Eric M. Rigatuso*
Eric M. Rigatuso

EMR:mnq:sdm
cc: Adam Greivell, Esquire (via e-mail)

E-FILED; Washington Circuit Cou
Docket: 12/16/2023 3:14 PM; Submission: 12/16/2023 3:14 PI
Envelope: 1483322

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN K. HOLDER *Plaintiff* v. MILES AND STOCKBRIDGE, P. C., 30 West Patrick Street, Suite 600 Frederick, Maryland 21701 *Defendant(s)*	*	CASE NO.: C-21-CV-23-000473

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, Justin Kyle Holder ("Mr. Holder"), in proper person, hereby files this Complaint against Defendant, Miles and Stockbridge, ("M&S") and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Mr. Holder is an adult resident of Washington County in the State of Maryland. Mr. Holder receives his mail at 308 West Chapline Street, Sharpsburg, Maryland 21782. Mr. Holder pays property taxes to the Town of Keedysville, for his land that he occupies, and possesses openly, notoriously, continuously, exclusively, and under an unchallenged and superior claim to title, located partly within the corporate limits of the Town of Keedysville, Maryland. Mr. Holder also has a business interest in the district of Keedysville, Maryland, and holds a bare license to lawfully occupy and possess land in and around a subdivision commonly known as Stonecrest circle, at or near other property commonly known as 30 Antietam Drive, in Keedysville, Maryland.
2. Uncle Eddies brokedown palace LLC is a New Mexico LLC in good standing with the State of Maryland, (sometimes herein referred to as "Uncle Eddies") which owns real property in the Town of Keedysville, Maryland, generally described as a peninsula,

situated at the end of Antietam Dr in Keedysville, Maryland, bordered by the "Waters of the State" commonly known as "Little Antietam Creek" on three sides and bordered by an "abandoned" railroad line on the south side, ("Uncle Eddies' property").

3. Deena Holder ("Mrs. Holder") is Plaintiff's wife and mother of Plaintiff's children, she also owns real property in the Town of Keedysville, Maryland bordering Uncle Eddies' property, sitting on a bluff above the "Little Antietam Creek," ("Mrs. Holder's property").
4. Defendant, Miles and Stockbridge, P.C. is a law firm that maintains an office in Frederick, Maryland, and conducts business in Washington County, Maryland.
5. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §1-501, §3-403, §6-102 and §6-103. Subject matter jurisdiction in and over this case is founded, in part, upon the Maryland Uniform Declaratory Judgement Act, Title III, Subtitle IV, CTs. & JUD. PROC. ART., *Annot. Code of MD* (the "ACT").
6. Venue is proper in the Circuit Court for Washington County, Maryland pursuant to MD. CODE ANN. CTS. & JUD. PROC. § 6-201 and 6-202 because Defendant carries on regular business in Washington County and because Mr. Holder's claim arose from acts or conduct that occurred in Washington County, Maryland.

FACTS COMMON TO ALL COUNTS

7. Mr. Holder incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint as if fully stated herein.
8. In the spring of the year 2020, Mr. Holder contacted M&S in order to obtain legal advise regarding "Division and Transfers of Real Estate" located in Keedysville, Maryland, and by his June 24, 2020 signature on a retainer agreement dated June 24, 2020, and

payment of the $3500 "retainer," entered into a binding contract, (the "contract") with M&S, wherein M&S would provided legal services as described at ¶1 of the contract:

> You have engaged the Firm to provide legal services in connection with the division and transfer of real estate with Deena Adrienne Holder in accordance with an existing separation agreement, as well as legal advice regarding such properties and divisions (the "Matter.") Our services with regard to the Matter will be limited to the division of real estate. Any change in the scope of legal services will be the subject of a separate engagement letter or other confirmatory written communication.

9. Mr. Holder proceeded to cooperate fully with M&S and to provide promptly M&S all information known or available to Mr. Holder pertinent to M&S's representation and paid M&S's statements for services and expenses in accordance with the terms of the contract, and/or otherwise to fulfill any other obligations described therein.

10. Mrs. Holder's property, and Uncle Eddies' property are located in the corporate limits within the Town of Keedysville, Maryland, containing eight (8) acres of land more or less, and designated on the Town of Keedysville zoning map as "suburban residential," a zoning regulation allowing for division of land as one (1) lot per half (1/2) acre of land.

11. Mrs. Holder's property, and Uncle Eddies' property are also located in a "W1" existing water service area, and "S1" existing sewer service area, which can be ascertained by review of the publicly posted 2009 Town of Keedysville Comprehensive Plan, or the 2009 Washington County Water and Sewer Plan.

12. The Town of Keedysville, Maryland represented to Mr. Holder that Mrs. Holder's property, and Uncle Eddies' property, suffer from easement issues necessary for access and utilities in order to fully utilize, and/or develop those properties.

13. Mr. Holder, with the assistance of professional land surveyor George Nagel, ("Mr. Nagel") identified escaped land that joined Mrs. Holder's property and Uncle Eddies' property, which could be utilized for access and utilities to fully utilize those properties.

14. M&S provided Mr. Holder advice on the "Division and Transfers of Real Estate" in Keedysville, Maryland, which resulted in Mr. Holder obtaining quit claim deed(s) which granted the escaped land to Mr. Holder, at the advice and counsel of M&S.

15. On, or about Tuesday, August 11, 2020, a representative from M&S visited Mrs. Holder's property, Uncle Eddies' property, and the escaped land Mr. Nagel identified.

16. On, or about September 16, 2020, Jeffrey Young, (Mr. "Young") filed suit in the Washington County Circuit Court, wherein Young claimed *inter alia* to have adversely possessed part of the escaped land identified by Mr. Nagel, and requested Mr. and Mrs. Holder enjoined from the land Young claims to have adversely possessed.

17. M&S sent Mr. Holder a letter dated September 28, 2020, wherein M&S explained:

> It was a pleasure meeting with you Friday to be able to discuss matters involved with your Keedysville property interests. I hope my thoughts regarding title issues surrounding your ongoing cases were helpful both to reinforce what you already have and to add further strategy you have not considered. * * *
>
> Finally, you have expressed an interest in exploring whether deeds relating to 25 and 28 might be deeded from Deena to you and Deena as tenants by the entireties, even though you are separated, and perhaps more significantly the title issues discovered for such a possible conveyance. I am in contact with my firms' title people in that regard, as you have requested.[1]

18. It was later discovered by Mr. Holder that M&S's "title people" were in contact with Mr. Young, and his wife Cheryl Young throughout the summer of 2020, and M&S was also providing legal advice related to the escaped land identified by Mr. Nagel, to Young.

---

[1] Mrs. Holder's property have a common address of 25 and 28 Antietam Drive in Keedysville, Maryland. Uncle Eddies' property has a common address of 30 Antietam Drive.

19. In January of 2021, Mr. Holder was contacted by M&S, wherein M&S explained to Mr. Holder that the M&S representative that had visited the escaped land with Mr. Holder on August 11, 2020, was forced into retirement, and M&S at the request of the "title people," (asserting their "conflicts") was terminating its contract with Mr. Holder.
20. Upon information and belief, the M&S "title people" disclosed the material fact of Mr. Holder's quit claim deeds for the escaped land to Young, because *inter alia* Young's pleadings reflect that Mr. Holder had obtained title to the escaped land, and Mr. Holder did not tell Mr. Young he had obtained the quit claim deed(s).
21. Mr. Holder litigated the bulk of the *Young v Holder* lawsuit *pro se*, which resulted *inter alia* in some of Mr. Holder's quit claim deed(s) being voided as illegal subdivisions.
22. The Town of Keedysville, Maryland's subdivision ordinance expressly excludes:

> ...the transfer or sale of land between owners of adjoining properties which does not involve the creation of any new buildable lots under the terms of the Keedysville Zoning Ordinance shall not constitute a subdivision...

23. Had Mr. Holder been advised to title the real estate described in his quit claim deed(s) as joint tenants by the entirety with his wife, whereas Mrs. Holder's property, Uncle Eddies' property and the escaped land identified by Mr. Nagel indisputably a-join one another, the transfers could not possibly have created "new buildable lots."
24. Mr. Holder relied on the advice and counsel of M&S when he contracted the quit claim deeds from his vendors, and as a direct result of that advice regarding "Division and Transfers of Real Estate," to hold title in his individual name, Mr. Holder's quit claim deeds were deemed illegal by the trial court judge, affirmed void by the Appellate court of Maryland, Petition for Certiorari denied by the Supreme Court of Maryland, and Petition to the United States Supreme Court has not yet been granted or denied.

25. Mr. Holder relied on the confidential relationship of his legal counsel related to the quit claim deed(s) he obtained, and/or not discussing his "Matters" with his adversaries.

COUNT I - BREACH OF CONTRACT

26. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.
27. On or about June 24, 2020 , Plaintiff, Justin Holder contracted with Defendant, Miles and Stockbridge P. C. to provide advice and counsel to Justin Holder, related to a real property transaction in Keedysville, MD; whereby Plaintiff, Justin Holder provided for compensation of Defendant, Miles and Stockbridge P. C.; and by agreement Defendant, Miles and Stockbridge P. C. entered into a written contract with Plaintiff.
28. The legal effect of the contract was such that Miles and Stockbridge P. C. was to provide competent and confidential legal advice related to "Division and Transfers of Real Estate," in accordance of all applicable laws, regulations and/or ordinances, and also maintain the confidence of Mr. Holder regarding the transaction and his "Matters."
29. Defendant, Miles and Stockbridge P. C. has breached the contract by not providing as a minimum standard of care, advice and counsel to obtain the quit claim deed(s) that would comport with the Town of Keedysville, Maryland subdivision ordinance, and by disclosing the existence of the quit claim deeds, and/or discussing Mr. Holder's "Matters" with his adversaries, including Mr. and Mrs. Young.
30. Defendant, Miles and Stockbridge P. C. has breached the contract by not taking proper steps to protect Mr. Holder's interest, rights, and obligations in his "Matters."
31. Plaintiff, Mr. Holder has performed all precedent conditions to recover under breach by Defendant, Miles and Stockbridge P. C.

32. As a result of Defendant, Miles and Stockbridge P. C.s' breach of the contract, Plaintiff has sustained damages in an amount over $75,000, to be determined after trial.
33. Accordingly, Plaintiff demands Judgment against Defendant for a sum over $75,000, interest, and costs including third party litigation cost to be determined after trial.
34. In consequence thereof, the Plaintiff will continue to suffer damages and other harms.
35. These harms by the Defendant, Miles and Stockbridge P. C., and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder with deeds to Mrs. Holder's property, Uncle Eddies' property, and the escaped land identified by Mr. Nagel that are not illegal;
B. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder advice and counsel to adjudicate necessary easements for access and utilities to Mrs. Holder's property, and Uncle Eddies' property;
C. Enjoin Defendant, Miles and Stockbridge P. C. to cease and desist discussing Mr. Holder's "Matters" with Mr. Holder's adversaries;
D. Award the Plaintiff actual damages against the Defendant, Miles and Stockbridge P. C. in an amount in excess of $75,000;
E. Grant such other and further relief as the interests of justice may require.

COUNT II - MALPRACTICE AND/OR NEGLIGENCE

36. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

37. Plaintiff and Miles and Stockbridge P. C. had a professional relationship in which Miles and Stockbridge P. C. as a law firm owed Plaintiff a duty and care in its service thereof.
38. Miles and Stockbridge P. C. unequivocally breached the rules of professional conduct when it discussed Mr. Holder's "Matters" with his adversaries, Mr. and Mrs. Young.
39. Miles and Stockbridge P. C. failed to provide Mr. Holder competent legal advice and counsel, as a minimum standard of care, to prevent Mr. Holder's deeds from being voided. Mr. Holder relied on the advise of Miles and Stockbridge P. C. to his detriment.
40. Miles and Stockbridge P. C.s' negligence (or worse) directly caused the injuries to Plaintiff by disclosing his quit claim deeds to his adversary, and providing Young an unwarranted advantage in litigation, and Miles and Stockbridge P. C.s' advice and counsel was the direct cause of Mr. Holder's quit claim deed(s) being voided, which significantly contributed to the resulting judgement in favor of Young.
41. But for Miles and Stockbridge P. C.s' negligence Plaintiff would have good title to the escaped land, and access and utilities easements to fully utilize the suburban residential properties of Mrs. Holder and Uncle Eddies, located in a WI/SI zone in Keedysville, MD.
42. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.
43. Defendant, Miles and Stockbridge P. C., has caused Plaintiff to incur third party litigation cost in defense of his legal rights, business relationships, contractural obligations and reputation.
44. These harms by the Defendant, Miles and Stockbridge P. C. and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant, Miles and Stockbridge P. C., from discussing Mr. Holder's "Matters" with his adversaries;

B. After reviewing the contracts, and adjudicating the rights and status of the parties, affirmatively declare that Miles and Stockbridge P. C.s' conduct in discussing Mr. Holder's "Matters" with Mr. and Mrs. Young violated the law of the land, breaching the common law attorney/client contract with actual malice, and as such is a violation of public policy wherein Mr. Holder is eligible to receive punitive damages, and award Mr. Holder punitive damages for the Defendant's conduct in violation of that public policy and law of the land;

C. Award the Plaintiff actual damages against the Defendant , Miles and Stockbridge P. C. in an amount in excess of $75,000;

D. Grant such other and further relief as the interests of justice may require.

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all matters triable by jury in this matter.

Justin K. Holder, *Pro Se*

E-FILED; Washington Circuit Cou
Docket: 12/16/2023 3:14 PM; Submission: 12/16/2023 3:14 PI
Envelope: 1483322

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN K. HOLDER

Plaintiff

v.

MILES AND STOCKBRIDGE, P. C.,
30 West Patrick Street, Suite 600
Frederick, Maryland 21701

Defendant(s)

CASE NO.: C-21-CV-_____

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Plaintiff, Justin Kyle Holder ("Mr. Holder"), in proper person, hereby files this Complaint against Defendant, Miles and Stockbridge, ("M&S") and alleges as follows:

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situated at the end of Antietam Dr in Keedysville, Maryland, bordered by the "Waters of the State" commonly known as "Little Antietam Creek" on three sides and bordered by an "abandoned" railroad line on the south side, ("Uncle Eddies' property").

3. Deena Holder ("Mrs. Holder") is Plaintiff's wife and mother of Plaintiff's children, she also owns real property in the Town of Keedysville, Maryland bordering Uncle Eddies' property, sitting on a bluff above the "Little Antietam Creek," ("Mrs. Holder's property").
4. Defendant, Miles and Stockbridge, P.C. is a law firm that maintains an office in Frederick, Maryland, and conducts business in Washington County, Maryland.
5. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §1-501, §3-403, §6-102 and §6-103. Subject matter jurisdiction in and over this case is founded, in part, upon the Maryland Uniform Declaratory Judgement Act, Title III, Subtitle IV, CTs. & JUD. PROC. ART., *Annot. Code of MD* (the "ACT").
6. Venue is proper in the Circuit Court for Washington County, Maryland pursuant to MD. CODE ANN. CTS. & JUD. PROC. § 6-201 and 6-202 because Defendant carries on regular business in Washington County and because Mr. Holder's claim arose from acts or conduct that occurred in Washington County, Maryland.

FACTS COMMON TO ALL COUNTS

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payment of the $3500 "retainer," entered into a binding contract, (the "contract") with M&S, wherein M&S would provided legal services as described at ¶1 of the contract:

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21. Mr. Holder litigated the bulk of the *Young v Holder* lawsuit *pro se*, which resulted *inter alia* in some of Mr. Holder's quit claim deed(s) being voided as illegal subdivisions.
22. The Town of Keedysville, Maryland's subdivision ordinance expressly excludes:

> ...the transfer or sale of land between owners of adjoining properties which does not involve the creation of any new buildable lots under the terms of the Keedysville Zoning Ordinance shall not constitute a subdivision...

23. Had Mr. Holder been advised to title the real estate described in his quit claim deed(s) as joint tenants by the entirety with his wife, whereas Mrs. Holder's property, Uncle Eddies' property and the escaped land identified by Mr. Nagel indisputably a-join one another, the transfers could not possibly have created "new buildable lots."
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25. Mr. Holder relied on the confidential relationship of his legal counsel related to the quit claim deed(s) he obtained, and/or not discussing his "Matters" with his adversaries.

COUNT I - BREACH OF CONTRACT

26. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.
27. On or about June 24, 2020 , Plaintiff, Justin Holder contracted with Defendant, Miles and Stockbridge P. C. to provide advice and counsel to Justin Holder, related to a real property transaction in Keedysville, MD; whereby Plaintiff, Justin Holder provided for compensation of Defendant, Miles and Stockbridge P. C.; and by agreement Defendant, Miles and Stockbridge P. C. entered into a written contract with Plaintiff.
28. The legal effect of the contract was such that Miles and Stockbridge P. C. was to provide competent and confidential legal advice related to "Division and Transfers of Real Estate," in accordance of all applicable laws, regulations and/or ordinances, and also maintain the confidence of Mr. Holder regarding the transaction and his "Matters."
29. Defendant, Miles and Stockbridge P. C. has breached the contract by not providing as a minimum standard of care, advice and counsel to obtain the quit claim deed(s) that would comport with the Town of Keedysville, Maryland subdivision ordinance, and by disclosing the existence of the quit claim deeds, and/or discussing Mr. Holder's "Matters" with his adversaries, including Mr. and Mrs. Young.
30. Defendant, Miles and Stockbridge P. C. has breached the contract by not taking proper steps to protect Mr. Holder's interest, rights, and obligations in his "Matters."
31. Plaintiff, Mr. Holder has performed all precedent conditions to recover under breach by Defendant, Miles and Stockbridge P. C.

32. As a result of Defendant, Miles and Stockbridge P. C.s' breach of the contract, Plaintiff has sustained damages in an amount over $75,000, to be determined after trial.
33. Accordingly, Plaintiff demands Judgment against Defendant for a sum over $75,000, interest, and costs including third party litigation cost to be determined after trial.
34. In consequence thereof, the Plaintiff will continue to suffer damages and other harms.
35. These harms by the Defendant, Miles and Stockbridge P. C., and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder with deeds to Mrs. Holder's property, Uncle Eddies' property, and the escaped land identified by Mr. Nagel that are not illegal;
B. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder advice and counsel to adjudicate necessary easements for access and utilities to Mrs. Holder's property, and Uncle Eddies' property;
C. Enjoin Defendant, Miles and Stockbridge P. C. to cease and desist discussing Mr. Holder's "Matters" with Mr. Holder's adversaries;
D. Award the Plaintiff actual damages against the Defendant, Miles and Stockbridge P. C. in an amount in excess of $75,000;
E. Grant such other and further relief as the interests of justice may require.

COUNT II - MALPRACTICE AND/OR NEGLIGENCE

36. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

37. Plaintiff and Miles and Stockbridge P. C. had a professional relationship in which Miles and Stockbridge P. C. as a law firm owed Plaintiff a duty and care in its service thereof.
38. Miles and Stockbridge P. C. unequivocally breached the rules of professional conduct when it discussed Mr. Holder's "Matters" with his adversaries, Mr. and Mrs. Young.
39. Miles and Stockbridge P. C. failed to provide Mr. Holder competent legal advice and counsel, as a minimum standard of care, to prevent Mr. Holder's deeds from being voided. Mr. Holder relied on the advise of Miles and Stockbridge P. C. to his detriment.
40. Miles and Stockbridge P. C.s' negligence (or worse) directly caused the injuries to Plaintiff by disclosing his quit claim deeds to his adversary, and providing Young an unwarranted advantage in litigation, and Miles and Stockbridge P. C.s' advice and counsel was the direct cause of Mr. Holder's quit claim deed(s) being voided, which significantly contributed to the resulting judgement in favor of Young.
41. But for Miles and Stockbridge P. C.s' negligence Plaintiff would have good title to the escaped land, and access and utilities easements to fully utilize the suburban residential properties of Mrs. Holder and Uncle Eddies, located in a WI/SI zone in Keedysville, MD.
42. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.
43. Defendant, Miles and Stockbridge P. C., has caused Plaintiff to incur third party litigation cost in defense of his legal rights, business relationships, contractural obligations and reputation.
44. These harms by the Defendant, Miles and Stockbridge P. C. and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant, Miles and Stockbridge P. C., from discussing Mr. Holder's "Matters" with his adversaries;

B. After reviewing the contracts, and adjudicating the rights and status of the parties, affirmatively declare that Miles and Stockbridge P. C.s' conduct in discussing Mr. Holder's "Matters" with Mr. and Mrs. Young violated the ~~Maryland rules of professional conduct~~law of the land, breaching the common law attorney/client contract with actual malice, and as such is a violation of public policy wherein Mr. Holder is eligible to receive punitive damages, and award Mr. Holder punitive damages for the Defendant's conduct in violation of that public policy and law of the land;

C. Award the Plaintiff actual damages against the Defendant , Miles and Stockbridge P. C. in an amount in excess of $75,000;

D. Grant such other and further relief as the interests of justice may require.

Respectfully submitted,

_____

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all matters triable by jury in this matter.

_____

Justin K. Holder, *Pro Se*

E-FILED; Washington Circuit Cou
Docket: 1/2/2024 3:53 PM; Submission: 1/2/2024 3:53 PI
Envelope: 1496820

JUSTIN K. HOLDER,	**IN THE**
Plaintiff	**CIRCUIT COURT**
v.	**FOR**
MILES AND STOCKBRIDGE, P.C.	**WASHINGTON COUNTY**
Defendant	**Case No. C-21-CV-23-0473**

DEFENDANT MILES & STOCKBRIDGE, P.C.'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT AND REQUEST FOR HEARING

Defendant, Miles and Stockbridge, P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Motion to Dismiss Plaintiff's Amended Complaint and Request for Hearing, and in support thereof adopts by reference as if fully set forth herein its Motion to Dismiss the Original Complaint, Memorandum of Law in support thereof and Reply to Plaintiff's Opposition to the Motion to Dismiss the Original Complaint. *See* Md. Rule 2-303(d) ("Statements in a pleading or other paper of record may be adopted by reference in a different part of the same pleading or paper of record or in another pleading or paper of record.").

Specifically, on December 16, 2023, Plaintiff filed an Amended Complaint, the only edit/addition to which was a change in the requested relief in paragraph B of the Wherefore Clause of the pleading.[1] As Plaintiff states in his MDEC filing that this "minor change should not [a]ffect"

[1] Specifically, Plaintiff made the following edits to Wherefore paragraph B: "After reviewing the contracts, and adjudicating the rights and status of the parties, affirmatively declare that Miles and Stockbridge P. C.s' conduct in discussing Mr. Holder's "Matters with Mr. and Mrs. Young violated [deleted language – 'the Maryland rules of professional conduct'] [added language –'law of the land, breaching the common law attorney/client contract with actual malice,'] and as such is a violation of public policy wherein Mr. Holder is eligible to receive punitive damages, and award

the pending "motions at issue." As such, M&S respectfully requests that this Court proceed with the Motions hearing scheduled for January 18, 2024, at 10:30 a.m., and that at the conclusion of this hearing the Court enter an Order dismissing the Amended Complaint, and all claims and causes of action set forth therein, With Prejudice.

REQUEST FOR HEARING

M&S, by and through its undersigned counsel and pursuant to Maryland Rule 2-311(f), hereby respectfully requests that its Motion to Dismiss the Amended Complaint be heard at the January 18, 2024, Motions Hearing.

STATEMENT OF GROUNDS AND AUTHORITIES

1. MD. RULE 2-303.
2. The entire record herein.

Respectfully submitted,

/s/Daniel R. Hodges
Daniel R. Hodges
AIS# 0612120390
ECCLESTON & WOLF, P.C.
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7240 Parkway Drive, 4th Floor
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Attorney for Defendant

/s/Daniel W. Pei
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(410) 752-0611 (fax)
E-mail: pei@ewmd.com
Attorney for Defendant

Mr. Holder punitive damages for the Defendant's conduct in violation of that public policy and law of the land."

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of January, 2024, copies of the foregoing Motion to Dismiss the Amended Complaint were e-filed and e-served via MDEC, and served by first-class, postage pre-paid, mail, on:

Justin K. Holder
308 W. Chaplin Street
Sharpsburg, Maryland 21782
Plaintiff, pro se

/s/Daniel R. Hodges
Daniel R. Hodges (AIS# 0612120390)

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IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER	•	
Plaintiff	•	
v.	•	CASE NO.: C-21-CV-23-000473
MILES AND STOCKBRIDGE P.C.,	•	
Defendant(s)	•	

OPPOSITION TO DEFENDANT M&S' MOTION TO DISMISS AMENDED COMPLAINT - HEARING REQUESTED

COMES NOW Plaintiff, Justin Holder, ("Mr. Holder") in proper person, and opposes the motion to dismiss Amended Complaint, (the "MTD2") filed by Defendant, Miles and Stockbridge P.C., ("M&S"), and in accordance with Md. Rule 2-311 & 5-201, and states:

OPPOSITION TO MOTION TO DISMISS AMENDED COMPLAINT

1. "[O]n December 16, 2023, Plaintiff filed an Amended Complaint, the only edit/addition to which was a change in the requested relief in paragraph B of the Wherefore Clause of the pleading," and "this 'minor change should not [a]ffect'" the posture of pending motions. MTD p. 1 *See also* MTD2 pp. 1-2 n. 1. (Minor change M&S referenced)
2. However, Plaintiff objects to M&S's MTD to the extent it "adopts by reference as if fully set forth [t]herein its...Reply to Plaintiff's Opposition to the Motion to Dismiss the Original Complaint." MTD2 p. 1
3. The docket in this case does reflect that M&S filed a "Reply to Plaintiff's Opposition to the Motion to Dismiss the Original Complaint,"[1] Plaintiff was not served such a paper in this instant case, and to the extent M&S would rely on such a paper, Plaintiff is prejudiced because he has no notice of the arguments and/or allegations therein.
4. Mr. Holder adopts his complete record in this case by reference, as if fully stated herein.

[1] Nor does the docket reflect M&S opposed Mr. Holder's Motion to Strike Eccleston and Wolf.

5. Plaintiff alleges that M&S breached Mr. Holder's confidence in discussing his "matters" with his adversaries, and therefore Mr. Holder states a claim for breach of contract, and/or negligence, which at a bare minimum afford him nominal damages.

6. M&S's Motion to Dismiss Amended Complaint should be denied.

REQUEST FOR A HEARING

Plaintiff does kindly request a hearing in accordance with Md. rule 2 - 311(f) & Md. Rule 5-201, at a date convenient to the Honorable Court, on the propriety of taking judicial notice, tenor of the matter noticed, the Motion to Strike, the Motion to Dismiss, Opposition(s) and/or Response(s)/Replies thereto.

Respectfully submitted,

Justin K. Holder

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of January, 2024, the foregoing Opposition to Defendant M&S' Motion to Dismiss Amended Complaint was served via MDEC and thus served electronically upon all counsel/parties of record;

BY AND THROUGH COUNSEL, ECCLESTON & WOLF, P.C.:

Miles and Stockbridge P.C., 30 West Patrick Street, Frederick, Maryland 21701

Justin K. Holder

Justin K. Holder, *Pro Se*

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JUSTIN K. HOLDER,	**IN THE**
Plaintiff	**CIRCUIT COURT**
v.	**FOR**
MILES AND STOCKBRIDGE P.C.,	**WASHINGTON COUNTY**
Defendant.	**Case No. C-21-CV-23-0473**

DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO ITS MOTION TO DISMISS THE COMPLAINT AND TO STRIKE THE APPEARANCE OF ECCLESTON AND WOLF

Defendant, Miles and Stockbridge P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Reply to Plaintiff's Opposition to its Motion to Dismiss the Complaint and to Strike the Appearance of Eccleston and Wolf. [1]

I. Eccleston and Wolf does not have a conflict in representing M&S

Eccleston and Wolf does not have a conflict of interest in representing M&S in this litigation. In his Opposition Mr. Holder states that Eccleston and Wolf represents his former counsel, Adam Greivell, Esq. in a case pending in the U.S. District Court for the District of Maryland, which is entirely unrelated to this case or the Young Litigation. Opposition at ¶ 2.

[1] On December 16, 2023, Plaintiff filed an Amended Complaint, the only edit/addition to which was a change in the requested relief in paragraph B of the Wherefore Clause of the pleading. As Plaintiff states in his MDEC filing, a copy of which is attached hereto as **Exhibit 1** for ease of reference, this "minor change should not affect" the pending "motions at issue." Out of an abundance of caution M&S has filed a Motion to Dismiss the Amended Complaint, adopting by reference its Motion to Dismiss the Original Complaint and this Reply. M&S respectfully requests that this Court proceed with the Motions Hearing scheduled for January 18, 2024, at 10:30 a.m., and that at the conclusion of this hearing this Court enter an Order dismissing the Original and Amended Complaints, and all claims and causes of action set forth therein, with prejudice.